



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

PLEADING — EQUITABLE REPLY TO A LEGAL DEFENSE IN THE FEDERAL COURTS. — The plaintiff sued at law on a contract in a federal court. The defendant pleaded a settlement. The plaintiff's replication set up fraud. The defendant demurred to the replication on the ground that as a matter of procedure the plaintiff's only remedy was a bill in equity to set aside the settlement. The Judicial Code, as amended March 3, 1915, provides that "in all actions at law equitable defenses may be interposed by answer, plea, or replication without the necessity of filing a bill on the equity side of the court. . . . In case affirmative relief is prayed in such answer or plea, the plaintiff shall file a replication . . ." (§ 274b; 1918 U. S. COMP. STAT., 1251b.) *Held*, that the demurrer be overruled. *Plews v. Burrage*, 274 Fed. 881 (1st Circ.).

In civil actions the district courts, under the Conformity Act, follow the general practice of the courts of the state where they are held. See 1918 U. S. COMP. STAT., § 1537. In many states equitable defenses and replications in actions at law have been expressly permitted by statute. See 1913 WIS. STAT., § 2657; 1913 MINN. GEN. STAT., § 7756; 1918 CONN. GEN. STAT., §§ 5554, 5636. This was the practice in the state where the action in the principal case was brought. See 1920 MASS. GEN. LAWS, c. 231, § 35. But before the Act of March 3, 1915 the state practice was not followed so as to permit an equitable defense to be pleaded in an action at law. *Scott v. Armstrong*, 146 U. S. 499; *McManus v. Chollar*, 128 Fed. 902 (5th Circ.). This was in accord with the rule in the Supreme Court that the distinction as to procedure between law and equity must be observed. *Scott v. Armstrong*, *supra*. See *Bennett v. Butterworth*, 11 How. (U. S.) 669, 675. In a very technical ruling the Circuit Court of Appeals of another circuit has, contrary to the present decision, limited the application of the Act of 1915 to equitable pleas. *Keatley v. U. S. Trust Co.*, 249 Fed. 296 (2d Circ.). It is submitted that that is too narrow a construction of the act, and that the decision in the principal case is more in harmony with its purpose and intention, namely, to avoid multiplicity of suits. See *Manchester St. Ry. Co. v. Barrett*, 265 Fed. 557 (1st Circ.). See Hand, J., dissenting, in *Keatley v. U. S. Trust Co.*, 249 Fed. 296, 299 (2d Circ.). And see 3 FOSTER, FEDERAL PRACTICE, 6 ed., § 454g. The decision of the court seems all the more reasonable in view of the fact that the plaintiff could here have amended in this very action, and proceeded. See 1918 U. S. COMP. STAT., § 1251a.

PLEDGES — DELIVERY TO CREATE A FUTURE PLEDGE — ASSIGNMENT OF DEBT TO ONE PERSON AND OF PLEDGE TO ANOTHER. — The plaintiff delivered jewels to A, who was to keep them as security if a loan should later be made by him and accepted by the plaintiff. A pledged the jewels to the defendant, B, to secure a loan to himself of £1000. The defendant had no notice that they did not belong to A. A then loaned the plaintiff money and took her note to himself or order for £600, with her written statement of the deposit of the jewels as security. The plaintiff knew nothing of the transactions with the defendant. A borrowed £300 from one C and deposited the plaintiff's note as security. The plaintiff then, with notice of the defendant's claim, paid C £400 on account of the note. Making no tender whatsoever to the defendant, she sued for the return of the jewels. *Held*, that judgment be entered for the defendant. *Blundell-Leigh v. Attenborough*, [1921] 3 K. B. 235 (C. A.).

For a discussion of the principles of the law of pledges involved in this case see NOTES, *supra*, p. 318. The questions of estoppel considered in the case will be treated in a subsequent number of this REVIEW.

SPECIFIC PERFORMANCE — GENERAL NATURE AND SCOPE OF EQUITABLE RELIEF — UNCERTAINTY IN CONTRACT TO CONVEY SPECIFIED AMOUNT OF LAND TO BE SELECTED BY VENDOR FROM LARGER TRACT. — The defendant